

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT OESCHGER, an individual; SHARON Civil Action No. 3:18-cv-00547  
OESCHGER, an individual,  
  
Plaintiff,  
  
vs.  
  
EDGE DRILLING PRODUCTS, LLC, a limited  
liability company organized in the State of Wyoming;  
  
Defendants.

ORDER FOR DEFAULT JUDGMENT

An Application having been duly made by Plaintiffs, ROBERT OESCHGER and SHARON OESCHGER ("Oeschger"), for judgment against Defendant, EDGE DRILLING PRODUCTS, LLC, a Wyoming limited liability company ("Edge"), and the default of said Defendant having been entered for failure to answer or otherwise defend as to the complaint of Plaintiff, and it appearing that said Defendant is not in the military service of the United States and is not an infant or incompetent person, and good cause appearing therefore,

IT IS ORDERED that Plaintiff is entitled to a default and final default judgment for declaratory judgment as follows:

1. On October 22, 2015, Oeschger entered into a valid written contract with Edge whereby Oeschger would loan Edge \$100,000.00 with interest at the rate of 10% per annum (the "Note").

2. According to the terms of the Note, periodic payments were not required, but rather, the unpaid principal and accrued interest became payable in full on January 1, 2017.
3. Oeschger issued a check in the amount of \$100,000.00 to Edge on October 21, 2015, which Edge cashed on October 26, 2015.
4. On October 22, 2016, Edge made one payment toward satisfaction of the note in the amount of \$10,000.00, but did not make any subsequent payments toward the Note.
5. Edge failed to make payment in full satisfaction of the accrued interest and principal when due on January 1, 2017.
6. As such, Edge is in default of the Note and the full amount of principal and interest is due.
7. Edge's default on the Note constitutes a breach of the written contract entered into between the parties.
8. Edge is liable to Oeschger for the following amount:

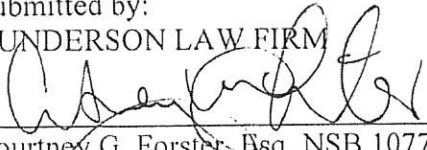
Loan amount (Oct. 22, 2015) .....	\$100,000.00
Payment (Oct. 22, 2016) .....	(\$10,000.00)
Accrued Interest (10% per annum, Oct. 23, 2016 – January 11, 2019).....	\$19,972.60
Attorneys' Fees and Costs .....	\$3,503.50
<b>TOTAL OWED:.....</b>	<b>\$113,476.10</b>

9. Interest will continue to accrue on the Judgment until satisfied.

IT IS SO ORDERED.

DATED this 16<sup>th</sup> day of January, 2019.

  
 \_\_\_\_\_  
 DISTRICT COURT JUDGE

Submitted by:  
 GUNDERSON LAW FIRM  
  
 Courtney G. Forster, Esq. NSB 10775  
 Luke A. Walker, Esq. NSB 14429  
 Attorneys for Robert and Sharon Oeschger,  
 individuals